

HOGAN & HARTSON
L.L.P.

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October 26, 1999

BY HAND DELIVERY

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO.

FILED

OCT 27 '99

11-00AM

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, one (1) executed original and one (1) certified copy of a Bill of Sale dated May 28, 1999 are enclosed herewith for filing and recordation.

The names and addresses of the parties to the document are as follows:

Seller: Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263

Buyer: GATX de Mexico, S.A. de C.V.
Ruben Dario 281-1801
Col. Bosques de Chapultepec.
Mexico, D.F. 11580.
Mexico

A description of the railroad equipment covered by the document is set forth in Appendix A to the document.

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Also enclosed is a payment in the amount of \$26.00 in order to cover the required recordation fee. Please return to bearer the stamped original and one stamped copy of the Bill of Sale.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Millar".

Bonnie Millar
Legal Assistant

BMM/bmm

Enclosures

RECORDATION NO.

FILED

22493

BILL OF SALE

OCT 27 '99

11-00AM

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **FIFTH THIRD LEASING COMPANY** ("Seller") does hereby sell, assign, and transfer unto **GATX DE MEXICO, S.A. DE C.V.** (Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to the units of railroad rolling stock described in APPENDIX A hereto (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated May 6, 1999, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

The Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever; and
2. That the Seller has full power and authority to sell and convey the Equipment; and
3. That the Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment, or any interest therein, to any other person or entity.

The Seller further agrees to forever warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all lawful claims.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 28th day of May, 1999.

FIFTH THIRD LEASING COMPANY

BY: _____

David A. Jackson

TITLE: _____

Senior Vice President

APPENDIX A

1		41		81	QC 210669	121		161		201	QC 210832
2		42		82		122		162	QC 210793	202	QC 210833
3		43		83		123		163	QC 210794	203	
4		44		84		124		164	QC 210795	204	QC 210835
5		45		85		125		165		205	
6		46		86		126		166		206	QC 210838
7		47		87		127	QC 210717	167		207	QC 210839
8		48		88		128	QC 210718	168		208	
9		49		89		129	QC 210719	169		209	
10		50		90		130	QC 210720	170	QC 210801	210	
11		51		91		131		171	QC 210802	211	QC 210843
12		52		92		132		172	QC 210803	212	QC 210844
13		53		93		133	QC 210723	173	QC 210804	213	QC 210845
14		54	QC 210641	94		134		174	QC 210805	214	QC 210846
15		55		95		135		175	QC 210806	215	
16		56		96		136		176		216	
17		57		97		137	QC 210727	177		217	QC 210849
18		58		98		138		178	QC 210809		
19		59		99		139	QC 210730	179	QC 210810		
20		60		100		140	QC 210731	180	QC 210811		
21		61		101		141		181			
22		62		102		142		182	QC 210813		
23		63		103		143	QC 210734	183	QC 210814		
24		64		104		144	QC 210775	184	QC 210815		
25		65		105		145	QC 210776	185			
26		66		106		146		186			
27		67		107		147		187			
28		68		108		148	QC 210779	188	QC 210819		
29		69		109		149		189			
30		70		110		150	QC 210781	190	QC 210821		
31		71		111		151	QC 210782	191	QC 210822		
32		72		112		152		192	QC 210823		
33		73		113		153	QC 210784	193	QC 210824		
34		74	QC 210662	114		154		194			
35	QC 210621	75		115		155	QC 210786	195	QC 210826		
36		76	QC 210664	116		156	QC 210787	196	QC 210827		
37		77		117		157		197			
38		78		118		158		198			
39		79		119		159		199			
40		80		120		160		200			

STATE OF OHIO

)

) SS:

COUNTY OF HAMILTON

)

On this 28th day of May, 1999, before me the subscriber, Linda M. Baughman, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named David A. Jackson to me personally known, who stated and acknowledged that he is the Senior Vice President of Fifth Third Leasing Company, an Ohio corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of May, 1999.

Linda M. Baughman
(Notary Signature)

My commission expires:

7-22-2002



LINDA M. BAUGHMAN
Notary Public, State of Ohio
My Commission Expires July 22, 2002

HOGAN & HARTSON

L.L.P.

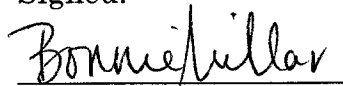
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October 26, 1999

I certify that I have compared the original and this copy of the Bill of Sale, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Signed:



Bonnie Millar

BRUSSELS BUDAPEST LONDON MOSCOW PARIS* PRAGUE* WARSAW

BALTIMORE, MD COLORADO SPRINGS, CO DENVER, CO LOS ANGELES, CA McLEAN, VA NEW YORK, NY ROCKVILLE, MD
\\DC - 62766/1 - #970709 v1

*Affiliated Office